

The Honorable Benjamin H. Settle

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
ABIDEMI RUFAL,  
  
Defendant.

NO. CR21-5186BHS

**PLEA AGREEMENT**

The United States, through United States Attorney Nicholas W. Brown and Assistant United States Attorneys Seth Wilkinson and Cindy Chang of the Western District of Washington, and Abidemi Rufai, and his attorney, Lance Hester, enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).

1. **The Charges.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enter a plea of guilty to each of the following charges contained in the Indictment:

a. Wire Fraud, as charged in Count 2, in violation of Title 18, United States Code, Section 1343; and

b. Aggravated Identity Theft, as charged in Count 11, in violation of Title 18, United States Code, Section 1028A.

1 By entering these pleas of guilty, Defendant hereby waives all objections to the  
 2 form of the charging document. Defendant further understands that before entering any  
 3 guilty plea, Defendant will be placed under oath. Any statement given by Defendant  
 4 under oath may be used by the United States in a prosecution for perjury or false  
 5 statement.

6 2. **Elements of the Offenses.** The elements of the offenses to which  
 7 Defendant is pleading guilty are set forth below:

8 a. The elements of Wire Fraud, as charged in Count 2, in violation of  
 9 Title 18, United States Code, Section 1343, are as follow:

10 *First*, the defendant knowingly participated in, or devised, a scheme or plan  
 11 for obtaining money or property through false or fraudulent pretenses,  
 12 representations or promises;

13 *Second*, the promises, statements, or representations were material, that is,  
 14 they had a natural tendency to influence a person to part with money or property;

15 *Third*, the defendant acted with the intent to defraud;

16 *Fourth*: the defendant used, or caused to be used, the wires in interstate or  
 17 foreign commerce to carry out or attempt to carry out an essential part of the  
 18 scheme; and

19 *Fifth*, the violation occurred in relation to, or involved, benefit payments  
 20 authorized, transmitted, disbursed or paid in connection with a presidentially-  
 21 declared major disaster or emergency.

22 b. The elements of Aggravated Identity Theft, as charged in Count 11,  
 23 in violation of Title 18, United States Code, Section 1028A, are as follow:

24 *First*, the defendant knowingly transferred, possessed, or used, without  
 25 legal authority, a means of identification of another person;

26 *Second*, the defendant knew the means of identification belonged to a real  
 27 person; and

28 *Third*, the defendant did so during and in relation to the crime of wire fraud.

1           3.     **The Penalties.** Defendant understands that the statutory penalties  
2 applicable to the offenses to which Defendant is pleading guilty are as follow:

3           a.     For the offense of wire fraud, as charged in Count 2: A term of  
4 imprisonment of up to 30 years, a fine of up to \$1,000,000, a period of supervision  
5 following release from prison of up to five years, and a mandatory special  
6 assessment of 100 dollars. If a probationary sentence is imposed, the probationary  
7 period can be for up to five years.

8           b.     For the offense of aggravated identity theft, as charged in Count 11:  
9 A mandatory term of imprisonment of two years, which must be consecutive to  
10 any other sentence, a fine of up to \$250,000, a period of supervision following  
11 release from prison of up to one year, and a mandatory special assessment of 100  
12 dollars.

13          Defendant understands that supervised release is a period of time following  
14 imprisonment during which Defendant will be subject to certain restrictive conditions and  
15 requirements. Defendant further understands that, if supervised release is imposed and  
16 Defendant violates one or more of the conditions or requirements, Defendant could be  
17 returned to prison for all or part of the term of supervised release that was originally  
18 imposed. This could result in Defendant serving a total term of imprisonment greater  
19 than the statutory maximum stated above.

20          Defendant understands that as a part of any sentence, in addition to any term of  
21 imprisonment and/or fine that is imposed, the Court may order Defendant to pay  
22 restitution to any victim of the offense, as required by law.

23          Defendant further understands that the consequences of pleading guilty may  
24 include the forfeiture of certain property, either as a part of the sentence imposed by the  
25 Court, or as a result of civil judicial or administrative process.

26          Defendant agrees that any monetary penalty the Court imposes, including the  
27 special assessment, fine, costs, or restitution, is due and payable immediately and further  
28

1 agrees to submit a completed Financial Disclosure Statement as requested by the United  
2 States Attorney's Office.

3       **4. Immigration Consequences.** Defendant recognizes that pleading guilty  
4 may have consequences with respect to Defendant's immigration status if Defendant is  
5 not a citizen of the United States. Under federal law, a broad range of crimes are grounds  
6 for removal, and some offenses make removal from the United States presumptively  
7 mandatory. Removal and other immigration consequences are the subject of a separate  
8 proceeding, and Defendant understands that no one, including Defendant's attorney and  
9 the Court, can predict with certainty the effect of a guilty plea on immigration status.  
10 Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any  
11 immigration consequences that Defendant's guilty pleas may entail, even if the  
12 consequence is Defendant's mandatory removal from the United States.

13       **5. Rights Waived by Pleading Guilty.** Defendant understands that by  
14 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

- 15           a. The right to plead not guilty and to persist in a plea of not guilty;
- 16           b. The right to a speedy and public trial before a jury of Defendant's  
17 peers;
- 18           c. The right to the effective assistance of counsel at trial, including, if  
19 Defendant could not afford an attorney, the right to have the Court appoint one for  
20 Defendant;
- 21           d. The right to be presumed innocent until guilt has been established  
22 beyond a reasonable doubt at trial;
- 23           e. The right to confront and cross-examine witnesses against Defendant  
24 at trial;
- 25           f. The right to compel or subpoena witnesses to appear on Defendant's  
26 behalf at trial;
- 27           g. The right to testify or to remain silent at trial, at which trial such  
28 silence could not be used against Defendant; and

1           h.       The right to appeal a finding of guilt or any pretrial rulings.

2           6.       **United States Sentencing Guidelines.** Defendant understands and  
 3 acknowledges that the Court must consider the sentencing range calculated under the  
 4 United States Sentencing Guidelines and possible departures under the Sentencing  
 5 Guidelines together with the other factors set forth in Title 18, United States Code,  
 6 Section 3553(a), including: (1) the nature and circumstances of the offense(s); (2) the  
 7 history and characteristics of Defendant; (3) the need for the sentence to reflect the  
 8 seriousness of the offense(s), to promote respect for the law, and to provide just  
 9 punishment for the offense(s); (4) the need for the sentence to afford adequate deterrence  
 10 to criminal conduct; (5) the need for the sentence to protect the public from further  
 11 crimes of Defendant; (6) the need to provide Defendant with educational and vocational  
 12 training, medical care, or other correctional treatment in the most effective manner; (7)  
 13 the kinds of sentences available; (8) the need to provide restitution to victims; and (9) the  
 14 need to avoid unwarranted sentence disparity among defendants involved in similar  
 15 conduct who have similar records. Accordingly, Defendant understands and  
 16 acknowledges that:

17           a.       The Court will determine Defendant's Sentencing Guidelines range  
 18 at the time of sentencing;

19           b.       After consideration of the Sentencing Guidelines and the factors in  
 20 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the  
 21 maximum term authorized by law;

22           c.       The Court is not bound by any recommendation regarding the  
 23 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines  
 24 range offered by the parties or the United States Probation Department, or by any  
 25 stipulations or agreements between the parties in this Plea Agreement; and

26           d.       Defendant may not withdraw a guilty plea solely because of the  
 27 sentence imposed by the Court.  
 28

1           7.     **Ultimate Sentence.** Defendant acknowledges that no one has promised or  
2 guaranteed what sentence the Court will impose.

3           8.     **Statement of Facts.** Defendant admits Defendant is guilty of the charged  
4 offenses. The parties agree on the following facts, and further agree that all of these facts  
5 constitute relevant conduct under the United States Sentencing Guidelines:

6                 a.     **Background:** Defendant Abidemi Rufai is a Nigerian national.  
7 Rufai was the operator of various email accounts, including an account with the address  
8 “sandytangy58@gmail.com.”

9                 b.     Rufai obtained the personal identifying information (PII), to include  
10 names, dates of birth, and Social Security numbers, of more than 20,000 unwitting  
11 Americans. Rufai obtained this stolen PII through unlawful means, including by  
12 misusing the Internal Revenue Service’s Data Retrieval Tool, which is intended to be  
13 used by persons completing the Free Application for Student Financial Aid (FAFSA).

14                c.     As discussed below, Rufai used this stolen PII to fraudulently obtain  
15 federally-funded benefits under a variety of relief programs, and by submitting fraudulent  
16 claims for tax refunds, in the names of the Americans. In all, Rufai participated in the  
17 submission of fraudulent claims seeking in excess of \$2 million in federally-funded  
18 payments.

19                d.     **Rufai’s Fraudulent Pandemic Unemployment Assistance Claims:**  
20 On March 27, 2020, the United States enacted into law the Coronavirus Aid, Relief, and  
21 Economic Security (CARES) Act. The CARES Act authorized approximately \$2 trillion  
22 in aid to American workers, families, and businesses to mitigate the economic  
23 consequences of the COVID-19 pandemic. The CARES Act funded, and authorized each  
24 state to administer, new unemployment benefits. CARES Act unemployment benefits are  
25 funded by the United States government through the Department of Labor and  
26 administered at the state level by state agencies known as state workforce agencies  
27 (SWAs). The Washington Employment Security Department (ESD) is the SWA for the  
28 State of Washington.



1 e. CARES Act unemployment benefits were authorized, transferred,  
2 disbursed and paid in connection with a nationwide emergency declared by Presidential  
3 Proclamation 9994 (effective as of March 1, 2020) and a Presidential declaration of a  
4 major disaster for the State of Washington concerning the COVID-19 pandemic that was  
5 issued on March 22, 2020.

6 f. Applicants were permitted to apply for CARES Act benefits online  
7 by visiting the web portals of the SWAs for their respective states. In Washington,  
8 applicants applied for benefits using ESD's Unemployment Tax and Benefit (UTAB)  
9 system and Washington's SecureAccess Washington (SAW) web identity validation  
10 system. The UTAB and SAW websites are both hosted at the State Data Center in  
11 Olympia, Washington. When a person located outside of Washington applied for ESD-  
12 administered benefits, the application process caused a series of interstate wire  
13 transmissions originating and terminating in Olympia.

14 g. Between about April 27, 2020 and October 3, 2020, Rufai accessed  
15 ESD's UTAB and SAW websites, as well as the websites of numerous other SWAs.  
16 Rufai then submitted more than 135 claims for CARES Act benefits using the stolen PII  
17 of at least 135 American workers. Rufai used the sandytangy58@gmail.com account and  
18 other email accounts to activate the claims. To prevent the SWAs from recognizing that  
19 a single email account was being used to submit multiple claims, Rufai inserted periods  
20 at various places in the email addresses.

21 h. As one example of this conduct, on April 27, 2020, Rufai activated a  
22 claim using the email address san.dy.t.a.n.g.y.58@gmail.com, which caused the state of  
23 Washington to send an email via interstate wire transfer from Olympia, Washington to a  
24 Google server outside of the state of Washington. Similarly, on May 2, 2020, Rufai,  
25 without lawful authority, submitted a fraudulent claim using the PII, to include name  
26 Social Security number and date of birth, of a person with the initials S.C., a Washington  
27 resident whom Rufai knew to be a real person.  
28

i. When filing the fraudulent claims, Rufai sometimes requested that the funds be paid out to accounts under his control (typically Green Dot Bank accounts), or under the control of persons known as “money mules,” who were duped into mailing the money to Rufai. In other cases, the benefits were loaded onto debit cards, which Rufai then used to withdraw the funds. The parties agree that SWAs paid out in excess of \$350,000 as a result of these fraudulent submissions. Defendant understands the government intends to present evidence at sentencing that the value of the claims paid by SWAs was at least approximately \$500,000.

j. ***Fraudulent Tax Refund Claims:*** Rufai also used American taxpayers’ stolen PII to submit fraudulent claims for refunds from the Internal Revenue Service without the taxpayers’ knowledge. Between 2017 and 2020, Rufai, using the sandytangy58@gmail.com account, submitted claims seeking over 675 refunds totaling over \$1.7 million. The IRS paid out \$90,877 based on these fraudulent claims.

k. ***Rufai’s Fraudulent Economic Injury Disaster Loan Applications:*** The CARES Act also authorized the Small Business Administration to provide forgivable loans known as Economic Injury Disaster Loans (EIDLs) of up to \$2 million to eligible small businesses experiencing substantial financial disruption due to the COVID-19 pandemic. Qualifying businesses applying for an EIDL must submit an application to the SBA and provide information about its operations, such as the number of employees, gross revenues for the 12-month period preceding the disaster, and cost of goods sold in the 12-month period preceding the disaster. The applicant must also certify that all of the information in the application is true and correct to the best of the applicant’s knowledge.

l. Between about April 8, 2020 and June 26, 2020, Rufai submitted at least 19 fraudulent EIDL applications. The SBA paid out a total of \$10,000 based on these applications.

m. ***Rufai’s Fraudulent FEMA Disaster Claims:*** The Federal Emergency Management Agency (FEMA) is an agency of the Department of Homeland Security. FEMA administers the Individuals and Households Program (IHP), which



provides financial and direct assistance payments to individuals and households who live in counties impacted by a presidentially-declared major disaster. The assistance covers uninsured or underinsured necessary expenses and serious needs such as short-term lodging or rental assistance. On August 25, 2017, a Presidential Emergency Declaration was issued with respect to Hurricane Harvey. On September 10, 2017, a Presidential Emergency Declaration was issued with respect to Hurricane Irma.

n. Between about September 19, 2017 and October 5, 2017, Rufai submitted fraudulent disaster relief claims to FEMA using the stolen PII of 49 Americans. The claims sought hurricane relief benefits based on claims that the applicants were victims of Hurricane Harvey or Hurricane Irma. Thirteen of these claims, totaling \$6,500, were paid.

o. Through the foregoing conduct, Rufai, with intent to defraud, knowingly devised and participated in a scheme to obtain money and property by means of materially false or fraudulent pretenses and representations, and used interstate wire communication to carry out the scheme. During and in relation to this scheme, Rufai knowingly possessed and used, without legal authority, means of identification of persons whom Rufai knew to be real people.

The parties agree that the Court may consider additional facts contained in the Presentence Report (subject to standard objections by the parties) and/or that may be presented by the United States or Defendant at the time of sentencing, and that the factual statement contained herein is not intended to limit the facts that the parties may present to the Court at the time of sentencing. Defendant specifically understands that the government may present evidence at sentencing that the actual and intended losses associated with defendant's conduct are greater than the amounts set out above.

9. **Sentencing Factors.** The parties agree that the following Sentencing Guidelines provisions apply to this case:

The following provisions apply to defendant's conviction on Count 2:

a. A base offense level of 7, pursuant to USSG § 2B1.1(a)(1);

b. An increase of 16 points because the intended loss from the offense exceeded \$1,500,000 but was less than \$3,500,000, pursuant to USSG § 2B1.1(b)(1)(I);

c. An increase of two points because the offense involved 10 or more victims, pursuant to USSG § 2B1.1(b)(2)(A); and

d. An increase of two points because the offense involved sophisticated means and a substantial part of the offense was committed from outside the United States, pursuant to USSG § 2B1.1(b)(10)

e. An increase of two points because the offense involved benefits authorized under a presidentially-declared major disaster or emergency, pursuant to USSG § 2B1.1(b)(12).

The guideline sentence for defendant's conviction on Count 11 is a period of imprisonment of 24 months, pursuant to USSG § 2B1.6 and 18 U.S.C. § 1028A.

The parties agree they are free to present arguments regarding the applicability of all other provisions of the United States Sentencing Guidelines. Defendant understands, however, that at the time of sentencing, the Court is free to reject these stipulated adjustments, and is further free to apply additional downward or upward adjustments in determining Defendant's Sentencing Guidelines range.

**10. Acceptance of Responsibility.** At sentencing, *if* the Court concludes Defendant qualifies for a downward adjustment for acceptance of responsibility pursuant to USSG § 3E1.1(a) and Defendant's offense level is 16 or greater, the United States will make the motion necessary to permit the Court to decrease the total offense level by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because Defendant has assisted the United States by timely notifying the United States of Defendant's intention to plead guilty, thereby permitting the United States to avoid preparing for trial and permitting the Court to allocate its resources efficiently.

**11. Recommendation Regarding Imprisonment.** Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), the government agrees to recommend that the appropriate term of imprisonment to be imposed by the Court at the time of sentencing is

1 a term of no more than 71 months. Defendant understands that this is a below-guidelines  
2 sentencing recommendation, and that the government is making this recommendation  
3 because the actual loss is substantially less than the intended loss reflected in the  
4 sentencing guidelines. Defendant is free to recommend any sentence. Defendant  
5 understands that these recommendations are not binding on the Court, and the Court may  
6 reject the recommendation of the government and may impose any term of imprisonment  
7 up to the statutory maximum penalty authorized by law. Defendant further understands  
8 that Defendant cannot withdraw a guilty plea simply because of the sentence imposed by  
9 the Court. Except as otherwise provided in this Plea Agreement, the parties are free to  
10 present arguments regarding any other aspect of sentencing.

11 12. **Restitution.** Defendant shall make restitution in the amount of the actual  
12 loss resulting from all of the conduct described in Paragraph 8 of this Plea Agreement,  
13 with credit for any amounts already paid.

14 a. The full amount of restitution shall be due and payable immediately  
15 on entry of judgment and shall be paid as quickly as possible. If the Court finds that the  
16 defendant is unable to make immediate restitution in full and sets a payment schedule as  
17 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule  
18 represents a minimum payment obligation and does not preclude the U.S. Attorney's  
19 Office from pursuing any other means by which to satisfy the defendant's full and  
20 immediately-enforceable financial obligation, including, but not limited to, by pursuing  
21 assets that come to light only after the district court finds that the defendant is unable to  
22 make immediate restitution.

23 b. Defendant agrees to disclose all assets in which Defendant has any  
24 interest or over which Defendant exercises control, directly or indirectly, including those  
25 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the  
26 United States' investigation identifying all property in which Defendant has an interest  
27 and with the United States' lawful efforts to enforce prompt payment of the financial  
28 obligations to be imposed in connection with this prosecution. Defendant's cooperation

obligations are: (1) before sentencing, and no more than 30 days after executing this Plea Agreement, truthfully and completely executing a Financial Disclosure Statement provided by the United States Attorney's Office and signed under penalty of perjury regarding Defendant's and Defendant's spouse's financial circumstances and producing supporting documentation, including tax returns, as requested; (2) providing updates with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within seven days of the event giving rise to the changed circumstances; (3) authorizing the United States Attorney's Office to obtain Defendant's credit report before sentencing; (4) providing waivers, consents or releases requested by the U.S. Attorney's Office to access records to verify the financial information; (5) authorizing the U.S. Attorney's Office to inspect and copy all financial documents and information held by the U.S. Probation Office; (6) submitting to an interview regarding Defendant's Financial Statement and supporting documents before sentencing (if requested by the United States Attorney's Office), and fully and truthfully answering questions during such interview; and (7) notifying the United States Attorney's Office before transferring any interest in property owned directly or indirectly by Defendant, including any interest held or owned in any other name, including all forms of business entities and trusts.

c. The parties acknowledge that voluntary payment of restitution prior to the adjudication of guilt is a factor the Court considers in determining whether Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a).

13. **Forfeiture of Assets.** Defendant agrees to forfeit to the United States immediately Defendant's right, title, and interest in any and all property, real or personal, that was, in any and all property, real or personal, that constitutes or is derived from proceeds traceable to the offense of wire fraud, as charged in Count 2 of the Indictment. All such property is forfeitable pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), and includes but is not limited to a sum of money in the amount of the proceeds Defendant obtained as a result

1 of the offense, as agreed by the parties or established by the government at the time of  
2 sentencing.

3       14.     **Abandonment of Contraband.** Defendant also agrees that, if any federal  
4 law enforcement agency seized any illegal contraband that was in Defendant's direct or  
5 indirect control, Defendant consents to the federal administrative disposition, official use,  
6 and/or destruction of that contraband.

7       15.     **Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,  
8 the United States Attorney's Office for the Western District of Washington agrees not to  
9 prosecute Defendant for any additional offenses known to it as of the time of this Plea  
10 Agreement based upon evidence in its possession at this time, and that arise out of the  
11 conduct giving rise to this investigation, and will move to dismiss the remaining counts in  
12 the Indictment at the time of sentencing. In this regard, Defendant recognizes the United  
13 States has agreed not to prosecute all of the criminal charges the evidence establishes  
14 were committed by Defendant solely because of the promises made by Defendant in this  
15 Plea Agreement. Defendant agrees, however, that for purposes of preparing the  
16 Presentence Report, the United States Attorney's Office will provide the United States  
17 Probation Office with evidence of all conduct committed by Defendant.

18       Defendant agrees that any charges to be dismissed before or at the time of  
19 sentencing were substantially justified in light of the evidence available to the United  
20 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant  
21 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119  
22 (1997).

23       16.     **Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if  
24 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea  
25 Agreement and Defendant may be prosecuted for all offenses for which the United States  
26 has evidence. Defendant agrees not to oppose any steps taken by the United States to  
27 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea  
28 Agreement. Defendant also agrees that, if Defendant is in breach of this Plea Agreement,



1 Defendant has waived any objection to the re-institution of any charges that previously  
2 were dismissed or any additional charges that had not been prosecuted.

3 Defendant further understands that if, after the date of this Plea Agreement,  
4 Defendant should engage in illegal conduct, or conduct that violates any conditions of  
5 release or the conditions of confinement (examples of which include, but are not limited  
6 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while  
7 pending sentencing, and false statements to law enforcement agents, the Pretrial Services  
8 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement  
9 to file additional charges against Defendant or to seek a sentence that takes such conduct  
10 into consideration by requesting the Court to apply additional adjustments or  
11 enhancements in its Sentencing Guidelines calculations in order to increase the applicable  
12 advisory Guidelines range, and/or by seeking an upward departure or variance from the  
13 calculated advisory Guidelines range. Under these circumstances, the United States is  
14 free to seek such adjustments, enhancements, departures, and/or variances even if  
15 otherwise precluded by the terms of the Plea Agreement.

16 **17. Waiver of Appellate Rights and Rights to Collateral Attacks.**

17 Defendant acknowledges that, by entering the guilty plea(s) required by this Plea  
18 Agreement, Defendant waives all rights to appeal from Defendant's conviction, and any  
19 pretrial rulings of the Court, and any rulings of the Court made prior to entry of the  
20 judgment of conviction. Defendant further agrees that, provided the Court imposes a  
21 custodial sentence that is within or below the Sentencing Guidelines range (or the  
22 statutory mandatory minimum, if greater than the Guidelines range) as determined by the  
23 Court at the time of sentencing, Defendant waives to the full extent of the law:

24 a. Any right conferred by Title 18, United States Code, Section 3742,  
25 to challenge, on direct appeal, the sentence imposed by the Court, including any fine,  
26 restitution order, probation or supervised release conditions, or forfeiture order (if  
27 applicable); and  
28



b. Any right to bring a collateral attack against the conviction and sentence, including any restitution order imposed, except as it may relate to the effectiveness of legal representation.

This waiver does not preclude Defendant from bringing an appropriate motion pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

If Defendant breaches this Plea Agreement at any time by appealing or collaterally attacking (except as to effectiveness of legal representation) the conviction or sentence in any way, the United States may prosecute Defendant for any counts, including those with mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea Agreement.

**18. Voluntariness of Plea.** Defendant agrees that Defendant has entered into this Plea Agreement freely and voluntarily, and that no threats or promises were made to induce Defendant to enter a plea of guilty other than the promises contained in this Plea Agreement or set forth on the record at the change of plea hearing in this matter.

**19. Statute of Limitations.** In the event this Plea Agreement is not accepted by the Court for any reason, or Defendant breaches any of the terms of this Plea Agreement, the statute of limitations shall be deemed to have been tolled from the date of the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach of the Plea Agreement by Defendant is discovered by the United States Attorney's Office.

**20. Completeness of Plea Agreement.** The United States and Defendant acknowledge that these terms constitute the entire Plea Agreement between the parties, except as may be set forth on the record at the change of plea hearing in this matter. This Plea Agreement binds only the United States Attorney's Office for the Western District of Washington. It does not bind any other United States Attorney's Office or any other office or agency of the United States, or any state or local prosecutor.

1 Dated: May 3, 2022.

2 

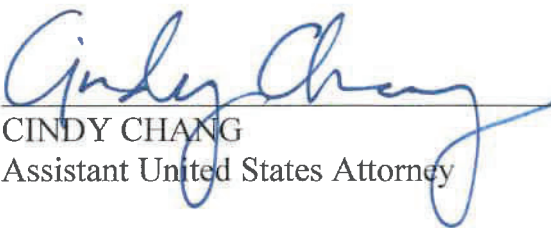
3  
4 ABIDEMI RUFAI  
Defendant

5 

6  
7 LANCE HESTER  
Attorney for Defendant

8 

9  
10 SETH WILKINSON  
Assistant United States Attorney

11 

12  
13 CINDY CHANG  
Assistant United States Attorney